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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SRINIVASAN RAMANUJAM, an
individual,

Plaintiff,

vs.

EXPERIAN INFORMATION
SOLUTIONS, INC., an Ohio
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES FOR
VIOLATIONS OF THE FAIR
CREDIT REPORTING AND THE
CONSUMER CREDIT REPORTING
AGENCIES ACT**

DEMAND FOR JURY TRIAL

I. JURISDICTION AND VENUE.

1. Jurisdiction of this Court arises under 15 U.S.C. §1681p. Venue in this District is proper in that Plaintiff's claim arose in this District.

II. THE PARTIES.

2. The plaintiff, SRINIVASAN RAMANUJAM (hereinafter collectively "Plaintiff"), is a natural person who, at all times relevant herein, was a resident of the State of California, county of Santa Cruz.

1 3. Defendant EXPERIAN INFORMATION SOLUTIONS, INC. (hereinafter
2 “EXERIAN”) is an Ohio corporation, and a consumer credit reporting agency.

3 4. The true names and capacities, whether individual, corporate, associate or
4 otherwise, of the defendants sued herein as DOES 1 through 10, inclusive, are
5 unknown to Plaintiff, who therefore sues such defendants by such fictitious names.
6 Plaintiff will amend this complaint to show the true names and capacities of such
7 defendants when they have been ascertained. Plaintiff is informed and believes that
8 each of the defendants designated herein as a DOE was in some manner responsible
9 for the occurrences and injuries alleged herein.

10 5. At all times mentioned herein, each of the defendants was the agent and
11 employee of the other named defendants, and in doing the things alleged were acting
12 within the course and scope of such agency and employment, and in doing the acts
13 herein alleged were acting with the consent, permission and authorization of the
14 remaining defendants. All actions of each of the defendants were ratified and
15 approved by the other named defendants.

16 17 **III. FACTUAL ALLEGATIONS.**

18 6. In or around June 2, 2016, Plaintiff send a letter to EXPERIAN a four-page
19 letter, including various attachments, disputing three negative items on his
20 EXPERIAN credit file relating to the companies Chase, Citi, and Resident Credit
21 Solutions (“RCS”).

22 7. Or around June 14, 2016, EXPERIAN responded to Plaintiff’s letter,
23 stating, in pertinent part, “We have previously processed this dispute and the credit
24 grantor has verified its accuracy.”

25 8. EXPERIAN’s June 14, 2016, response continued, “If you have additional
26 relevant information . . . that was not presented when you previously disputed the
27 information, you may mail it to us and we will reinvestigate the disputed
28 information.”

1 9. In fact, the “previous[.]” dispute EXPERIAN referred to was a letter from
2 Plaintiff dated in or around August, 2010, which disputed only the Citi account – not
3 the Chase or RCS accounts – and which included none of the attachments included
4 in the June, 2016, dispute, and not all of the information set forth in the June 2016
5 letter.

6 10. In response, Plaintiff sent a further letter dated on or around August 5,
7 2016, pointing out that EXPERIAN had apparently overlooked the facts that the June
8 2016 dispute letter addressed two accounts which were not addressed in Plaintiff’s
9 dispute, yet EXPERIAN seemed to use that one point of overlap as a basis for not
10 reinvestigating any of the disputes, and that new information was in fact provided
11 with the June 2016 letter – including various attachments – which were not included
12 with the prior dispute from approximately six years earlier. Moreover, Plaintiff
13 added that a settlement agreement between himself and Citi mandated removal of the
14 derogatory information.

15 11. Plaintiff’s August 5, 2016 letter included, for EXPERIAN’s ease of
16 reference, a complete copy of the June 2, 2016 letter, and all of the attachments to it.

17 12. Plaintiff mailed – and EXPERIAN received – the August 5, 2016, letter.

18 13. EXPERIAN did not reply to the August 5, 2016 letter at all.

19 14. As a result of the Defendants’ conduct, as alleged above, Plaintiff has
20 suffered damages including the following, among other things:

21 a) Decreased credit ratings and creditworthiness;

22 b) Actual monetary damages relating to closed credit lines and/or reduced
23 credit limits, and missed credit opportunities;

24 c) Out of pocket losses incurred as a result of Plaintiff’s inability to use his
25 credit where it was needed, as well as out of pocket expenses incurred in dealing
26 with his emotional distress;

27 d) Mental and emotional distress, including but not limited to anxiety, stress,
28 sleeplessness, nightmares, agitation, depression, and hopelessness; and

e) Emotional and mental distress not just triggered by the false and misleading negative credit reporting, but also stemming from his futile efforts to correct his unfairly and inaccurately blemished credit.

FIRST CLAIM FOR RELIEF

(For Violations of the Fair Credit Reporting Act Against EXPERIAN and DOES 5 through 10, Inclusive)

15. Plaintiff repeats and reincorporates by reference the paragraphs 1 through 14 above.

16. Throughout the course of its actions, as alleged above, EXPERIAN violated applicable provisions of the FCRA in the following ways, among others:

a) By willfully and/or negligently failing, in the preparation of consumer reports concerning Plaintiff, to follow reasonable procedures to assure maximum possible accuracy of the information in the report;

b) By willfully and/or negligently furnishing to Plaintiff's potential creditors information about the Plaintiff which EXPERIAN knew, or reasonably should have known, was incomplete and/or inaccurate;

c) By willfully and/or negligently failing to correct and/or delete the incomplete and inaccurate information in Plaintiff's file after conducting an investigation or reinvestigation;

d) By willfully and/or negligently failing to conduct an adequate investigation or reinvestigation of Plaintiff's complaints, and by willfully and negligently failing to implement corrective actions once the outcome of such investigations were known, or should have been known, to EXPERIAN;

e) By willfully and/or negligently failing to provide subsequent users of the report with the Plaintiff's statement of dispute or a summary thereof; and

f) By willfully and/or negligently failing to adopt and follow proper procedures and apparatuses, which would promptly and accurately delete or correct

any incorrect, incomplete, or inaccurate credit reporting.

17. Despite its obligations under the Fair Credit Reporting Act, including 15 U.S.C. §§1681e(b), 1681i, to promptly reinvestigate disputed negative credit information, and to promptly delete such information when the reinvestigation establishes that it should be removed, EXPERIAN wilfully and/or negatively continued to report the derogatory information, and continued to publish the information – even after being ordered by a Superior Court Judge to delete the information – until Plaintiff filed this lawsuit.

18. As a proximate result of the actions of the defendants, and each of them, Plaintiff has been damaged in an amount subject to proof at the time of trial. Plaintiff's damages include noneconomic damages, including – but not limited to – mental anguish and suffering, inconvenience, humiliation, frustration, anger, loss of sleep, hopelessness and despair, harm to his personal relationships, indignity, stress, and anxiety. Plaintiff is therefore entitled to actual damages, damage to credit reputation and creditworthiness, pain and suffering, statutory penalties, punitive damages, costs, and attorney's fees.

SDECOND CAUSE OF ACTION

(For Violations of the Consumer Credit Reporting Agencies Act Against
EXPERIAN and DOES 5 through 10, Inclusive)

19. Plaintiff repeats and reincorporates by reference the paragraphs 1 through 18 above.

20. EXPERIAN violated the Consumer Credit Reporting Agencies Act ("CCRAA") – in particular, Civil Code section 1785.14(b), which requires following reasonable procedures to assure maximum possible accuracy of the information contained in Plaintiff's credit file; 1785.16, which requires adopting and following reasonable procedures for ensuring proper reinvestigations, accuracy, and deletion/correction of inaccurate information in Plaintiff's credit file; and

1 1875.16(d), failing to provide notice of the results of reinvestigations.

2 21. All of the Defendants knew or should have known based upon Plaintiff's
3 disputes and/or the information and/or documents provided to them by the reporting
4 agencies – and by their own investigation – that the negative information they were
5 furnishing about Plaintiff was incomplete and/or inaccurate.

6 22. Plaintiff properly disputed – and requested reinvestigation of – the alleged
7 debt by written communication with major consumer reporting agencies – including
8 Experian.

9 23. Defendants, and each of them, failed to conduct a proper investigation of
10 Plaintiff's dispute, and failed to review all of the information provided to them both
11 by Plaintiff and by the credit reporting agencies.

12 24. Despite knowing – or having reasonable cause to know – that it had not
13 previously investigated the disputed accounts, or – in relation to Citi – that it had not
14 reviewed additional documents and/or information – EXPERIAN failed to conduct a
15 meaningful, reasonable investigation.

16 25. Plaintiff has suffered actual damages as a direct result of the Defendants'
17 misconduct, including – but not limited to – being denied credit solely because of
18 Defendants' erroneous information, and mental distress including anguish and
19 suffering, inconvenience, humiliation, frustration, anger, loss of sleep, hopelessness
20 and despair, harm to his personal relationships, indignity, stress, and anxiety.

21 26. Under Civil Code section 1783.31, the Defendants are liable to Plaintiff
22 for attorney's fees, costs, punitive damages, and actual damages.

23
24 WHEREFORE, Plaintiffs request that judgment be entered in their favor
25 against the defendants as follows:

26 1. Punitive and/or exemplary damages, both under common law and 15 U.S.C.
27 section 1681n(a);

28 2. Actual damages under 15 U.S.C. §1681o;

1 3. Costs and attorney's fees, under 15 U.S.C. §1681o;

2 4. For actual damages, punitive damages, attorney's fees and costs pursuant to
3 Civil Code section 1785.31.

4 5. Statutory damages, actual damages, costs and attorney's fees, pursuant to
5 Civil Code section 1788.30; and

6 6. General damages, with prejudgment interest as permitted by law; and

7 7. For such other and further relief as the Court deems just and proper.

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9 PLEASE TAKE NOTICE that plaintiff SRINIVASAN RAMANUJAM
10 requests a trial by jury.

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12
13 DATED: December 5, 2016

Respectfully submitted,

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15 By: /S/ Aidan W. Butler
16 Aidan W. Butler
17 Attorney for Plaintiff
18 SRINIVASAN RAMANUJAM
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